

INVITATION FOR OFFER – WYOMING RIK OIL SALE (Phase 8)
IFO No. 1435-02-03-RP-40405
April 2003 – September 2003/March 2004

Introduction

The Minerals Management Service (MMS) and the State of Wyoming, Office of State Lands and Investments (State) are jointly soliciting written offers from pre-qualified companies for purchase at the lease of royalty oil produced from selected Federal and State leases in Wyoming. MMS and the State are also soliciting offers for purchase of a pool of Wyoming Sweet crude available at Guernsey, Wyoming.

This invitation for offer (IFO) is for either a six-month term beginning April 1, 2003 through September 30, 2003 or for a one-year term beginning April 1, 2003 and ending March 31, 2004.

Offers for royalty oil to be received at the property will be for either the six-month or one-year term. Offers for the pool of Wyoming Sweet crude made available at Guernsey, Wyoming will be for a one-year term only.

Offers must be made in writing and submitted via facsimile at 303-231-3846 or email to Dave Domagala (David.Domagala@mms.gov) **by 10:00 a.m. Mountain Time on February 11, 2003.** MMS will confirm receipt of all offers by phone. Royalty oil packages will be awarded by 2:00 p.m. Mountain Time on February 13, 2003. Technical questions should be addressed to Dave Domagala at 303-231-3540. State technical and contracting questions should be addressed to Harold Kemp at 307-777-6643 or email at hkemp@state.wy.us.

Offers

Offerors must be pre-qualified to submit offers. The pre-qualification process is described in our website at <http://www.mrm.mms.gov/RIKweb/Oilprequal.htm>. Successful offerors must submit and have a signed MMS base contract "RIK Crude Oil General Terms and Conditions" on file with MMS. By submission of an offer, the offeror agrees to be bound by the terms of its signed MMS base contract and this IFO. MMS and the State reserve the right to reject any offer.

Exhibit A is the official offer sheet and identifies the packages of royalty oil offered with detail on properties, operators, pipelines, production, and quality. Royalty volumes represent production estimates provided by operators. The volume and gravity information on the exhibit is only an estimate and is not warranted. Offerors are expected to contact the appropriate parties for the most recent information. Regarding this MMS IFO, successful offerors will take custody of the royalty oil at the lease receipt points and will be responsible for all movement of royalty oil downstream of these points.

For the asphaltic and general sour production, offers will be accepted on either an individual property basis or a pipeline basis as outlined in the Exhibit A offer sheets.

For the Wyoming Sweet production, offers can be made on either an individual property or pipeline basis. However, offers for the pooled quantity at Guernsey must be made as one price-per-barrel for the entire quantity (see Exhibit A - Sweet Offer Sheet).

Exhibit A is the offer sheet to be completed and faxed or emailed to Dave Domagala as the official offer. Offerors must make individual offers on Exhibit A for each property and/or pipeline package

(to the nearest \$0.001). Offerors must submit offers on the full Federal and State royalty volume to be delivered by the property operators, or made available at Guernsey. Tiered offers that include different prices based on volume levels are not acceptable. Successful offerors will take 100 percent of the royalty oil made available for sale at the receipt point(s).

Successful offerors are granted the rights to purchase royalty oil delivered by operators at the receipt point, not the actual entitlement due the MMS or State. Imbalances between these two volumes will be resolved between MMS, the State, and operators. Royalty oil from the properties listed in Exhibit A originating from new wells added during the term of this sale will be automatically added to the volumes purchased under this IFO.

Pricing Mechanisms

An offeror may not use its own company's (or affiliates) posting in the calculation of its offer or payment to the MMS and the State for royalty oil. If an offeror's posting is used in any of the following pricing formulas, the formulas should be calculated without that posting. **Offers should be based on the gravity referenced in the applicable pricing formula.** Offers must be an increment or decrement from any or all of the following pricing formulas:

• Big Horn Basin – Asphaltic Sour Crude:

- 1) The calendar month's average of the following four Wyoming asphaltic sour posted prices at 40° API: Shell Trading (formerly Equiva), Conoco, EOTT, and Plains Marketing or;
- 2) The calendar month's average of the Imperial (Esso) and Flint Hills oil postings for Canadian Bow River grade oil at a referenced gravity of 22° API or;
- 3) Calendar month NYMEX at 40° API.

Where: Calendar month NYMEX: Arithmetic average of the daily settlement price of the "Light Sweet Crude Oil" front month futures contract reported by the New York Mercantile Exchange (NYMEX) during the Physical Month of Delivery (excluding weekends and holidays).

For payment, successful offerors will make appropriate gravity adjustments to match the actual gravity of the royalty oil being purchased each month by using Conoco's Wyoming and South Montana Sour posted price adjustment scale. This adjustment scale applies to all three pricing methods above. For example, this scale will be used to adjust payments from 40° API to the property gravity when Wyoming postings or NYMEX pricing is used, and from 22° API when using the Canadian Bow River postings.

• Powder River Basin – General Sour Crude:

- 1) The calendar month's average of the following four Wyoming general sour posted prices at 40° API: Shell Trading (formerly Equiva), Conoco, EOTT, and Plains Marketing or;
- 2) The calendar month's average of Flint Hills oil postings for Canadian Lloyd Blend (LLB) grade oil at a referenced gravity of 23° API or;
- 3) Calendar month NYMEX at 40° API.

For payment, successful offerors will make appropriate gravity adjustments to match the actual gravity of the royalty oil being purchased each month by using Conoco's Wyoming and South Montana Sour posted price adjustment scale.

• **Powder River Basin – Wyoming Sweet Crude:**

- 1) The calendar month's average of the following four Wyoming Sweet posted prices at 40° API: Shell Trading (formerly Equiva), Conoco, EOTT, and Plains Marketing or;
- 2) Calendar month NYMEX at 40° API.

For payment, the successful offerors will not be allowed any additional adjustments for gravity. Offerors should deem Wyoming Sweet production at 40° API gravity for bidding and payment purposes.

Term

Depending on the package, contracts will be awarded for purchasing royalty oil for a period of either six months beginning April 1, 2003 through September 30, 2003 or one year through March 31, 2004.

Transportation and Scheduling of Royalty Oil

Successful offerors are responsible for the movements of all royalty oil volumes downstream of the receipt points specified in Exhibit A. Title to royalty oil will pass to the successful offerors at the flange connecting the tank batteries to the pipeline, truck receiving station, or specified meter at the receipt point(s).

Imbalances

Imbalances between receipt volumes and entitled volumes will be monitored jointly by MMS, the State, and the operators. Routine imbalances will be resolved by adjustments in the volume of royalty oil delivered to successful offerors in subsequent months. These adjustments will be reflected in communications from MMS and the State to the successful offeror regarding the first-of-month availability of royalty oil.

Imbalances not remedied within 90 days of the production month will be resolved by mutual agreement between MMS, the State, and the operators. MMS and the State will consult with successful offerors in this process. The contract price under this IFO may form the basis of resolution of certain extraordinary imbalances. The rights and responsibilities of operators under this RIK oil sale are outlined in MMS' sample "Dear Operator" letter included as Exhibit B.

Consideration of Offers

MMS and the State may award a contract on the basis of initial offer(s) received without discussions. Accordingly, each initial offer should be submitted on the most favorable terms that the offeror can submit. However, MMS and the State may negotiate with offerors in the event offers of similar or unanticipated values are received. All information about the origin and value of offers received will remain confidential, except as noted above under Imbalances with respect to resolution of extraordinary imbalances.

MMS and the State will award a contract resulting from this IFO to the offeror whose offer, in their judgement, is most advantageous to the Federal and Wyoming State Governments. MMS and

the State will award to successful offerors by means of the "MMS Crude Oil Transaction Confirmation" endorsed by the State for use in this RIK sale.

Pre-qualification and Credit Requirements

Offerors are required to pre-qualify by signing the MMS base contract "RIK Crude Oil General Terms and Conditions" and providing detailed financial information. Please visit our web site at <http://www.mrm.mms.gov/RIKweb/Oilprequal.htm> regarding pre-qualification information. Upon pre-qualification, MMS will issue an amount of unsecured credit based on the creditworthiness of the offeror. In most cases where MMS has financial statements on file for Calendar Year 2001, no additional information will be required. However, MMS reserves the right to request updated financial information in any situation it deems as reasonable and may reissue approved lines of credit. Please be advised that MMS will require a parent guaranty in situations where the company submitting the offer is a different entity than the company that has pre-qualified.

For awards exceeding the amount of unsecured credit issued by MMS and accepted by MMS and the State, successful offerors will be required to provide secured financial assurance in the form of an Irrevocable Letter of Credit (ILOC), Bond, or other MMS-acceptable surety instrument 5 business days prior to first receipt of oil under the contract. If required, a separate ILOC, Bond, or other acceptable surety instrument must be provided for MMS and State property interests. All ILOC and Bond requirements affecting State interests shall show the State of Wyoming as beneficiary under such issuance. Successful offerors will be notified if additional security is required, and such notice will be included in the sales transaction confirmation. The ILOC, Bond, or other MMS-acceptable surety instrument must be effective for the period beginning on the date of first receipt under the contract and ending with the verification and payment of the final deliveries.

A sample of the ILOC, MMS Form-4071, may be found on the MMS web site at <http://www.mrm.mms.gov/ReportingServices/PDFDocs/4071.pdf>. Use MMS Form-4072 <http://www.mrm.mms.gov/ReportingServices/PDFDocs/4072.pdf> for Bonds. The financial institution issuing the ILOC or Surety Company issuing the Bond must meet MMS requirements under 30 CFR Part 208.11.

The financial assurance amount shall be sufficient to cover the value of 60 days of deliveries of the estimated production of all royalty oil awarded, less the amount of unsecured credit issued by the MMS as previously notified. The value of the financial assurance will be calculated using the selected pricing mechanism plus the submitted offer applied to the February 2003 delivery month. (For example, for NYMEX pricing, the front-month calendar month average of the NYMEX daily settlement prices reported during February 2003, plus the offered increment or decrement. If a posting basis is used, the calendar month average posted price for February 2003, plus the offered increment or decrement.) This offered value will then be multiplied by the daily production (estimated in Exhibit A), multiplied by 60 days, less the amount of unsecured credit issued by MMS and the State as endorser of this bonding methodology. The amount of unsecured credit applicable to this sale is contingent upon the successful offerors' current participation in other ongoing RIK sales programs.

For awards involving both MMS and the State, the financial assurance value must be prorated to determine the amount of the surety applicable to MMS and the amount applicable to the State. MMS or the State will contact you regarding the computation and proration of the financial assurance amount.

Significant and sustained increases in the value of crude oil during the term of the contract may result in a requirement to increase the amount of financial assurance. Further, should the creditworthiness, financial responsibility, or ability to perform become unsatisfactory to MMS or

the State at any time during the term of this agreement, satisfactory assurances may be required as a condition to further performance under the agreement. Such assurances include, but are not limited to, a prepayment or a surety instrument in a form and amount satisfactory to MMS and the State. Failure to provide adequate performance assurances when requested may result in early termination of the contract.

Please contact Larry Cobb at (303) 231-3307 if you have any questions.

Governing Contract

This transaction is governed by the MMS base contract “RIK Crude Oil General Terms and Conditions,” signed by the offeror and MMS. Conflicts between the terms of this IFO and the MMS base contract will be resolved in favor of this IFO.

Payment and Documentation

As stipulated in the MMS base contract “MMS RIK Crude Oil General Terms and Conditions,” successful offerors must provide payment, and information necessary to support payments to MMS Crude Oil RIK Accounting by the 20th of the month following the month of production. If this date falls on a Saturday, Sunday or any Federal holiday, the payment is due the following business day. The “MMS Crude Oil Transaction Confirmation” provides instructions for submitting payments and information.

PAPERWORK REDUCTION ACT STATEMENT: The Paperwork Reduction Act of 1995 requires us to inform you that the information being collected under this solicitation is necessary to document fulfillment of royalty obligations and sales of minerals from leases on Federal lands. We will use this information to evaluate offers on sales of royalty production. The estimated burden to report is approximately one hour each for a bid document, letter of credit or bond, or financial statement or pre-qualification document. Suggestions on reducing this burden should be directed to the Information Collection Clearance Officer, MS 4230, MMS, 1849 C Street, N.W., Washington, D.C. 20240. Proprietary information submitted to the U.S. Department of the Interior is protected in accordance with standards established by the Federal Oil and Gas Royalty Management Act of 1982 (30 U.S.C. 1733), the Freedom of Information Act (5 U.S.C. 552(b)(4)), and the Departmental Regulations (43 CFR 2). Storage of such information and access to it are controlled by strict security measures. An agency may not conduct or sponsor and a person is not required to respond to, a collection of information unless it displays a currently valid OMB number.

2 Exhibits:

Exhibit A – Offer Sheet by Crude Type

Exhibit B – Sample Dear Operator Letter

Line Code	Lease or Agreement Number	Lease or Agreement Name	Operator	Avg. Gravity	Federal Avg. Daily Royalty Bbls	State Avg. Daily Royalty Bbls	Apr-03 to Sept-03 6-Month Offer +/-	Apr-03 to Mar-04 One-Year Offer +/-	Apr-03 to Sept-03 6-Month Offer +/-	Apr-03 to Mar-04 One-Year Offer +/-	Apr-03 to Sept-03 6-Month Offer +/-	Apr-03 to Mar-04 One-Year Offer +/-
• Big Horn Basin -- Asphaltic Sour Crude							NYMEX @ 40		Wyoming Postings @ 40		Bow River Postings @ 22	
Pipeline: Rocky Mountain Pipeline LLC												
B0100	892000435A	BLACK MOUNTAIN	MARATHON	22.2	48	30	\$	\$	\$	\$	\$	\$
B0101	0620293210	BLACK MOUNTAIN #55	MARATHON	22.2	1		\$	\$	\$	\$	\$	\$
B0800	W 138881X	HAMILTON DOME	MERIT ENERGY	19.2	465		\$	\$	\$	\$	\$	\$
B0802	0490376990	WESTATES	MERIT ENERGY	19.4	3		\$	\$	\$	\$	\$	\$
B7230	0620400270	SHAD - MURPHY DOME	FLYING J OIL & GAS	31.0	31		\$	\$	\$	\$	\$	\$
B7238	0640686650	LITTLE SAND DRAW-NELSON GS	CITATION OIL AND GAS	34.8	27		\$	\$	\$	\$	\$	\$
B7239	0640689070	LITTLE SAND DRAW-DAVIS	CITATION OIL AND GAS	34.8	9		\$	\$	\$	\$	\$	\$
Total for Pipeline:					584	30	\$	\$	\$	\$	\$	\$
Pipeline: Clear Fork/Marathon												
B7276	8920004390	ELK BASIN (MADISON)	ANADARKO	28.6	81	3	\$	\$	\$	\$	\$	\$
B7277	892000439A	ELK BASIN (EMB.-TEN.)	ANADARKO	28.3	142	18	\$	\$	\$	\$	\$	\$
Total for Pipeline:					223	21	\$	\$	\$	\$	\$	\$
Pipeline: Cottonwood Creek Inc.												
B4000	891000463A	COTTONWOOD CREEK (PHOS)	CONTINENTAL RESOURCES	27.2	68	8	\$	\$	\$	\$	\$	\$
Total for Pipeline:					68	8	\$	\$	\$	\$	\$	\$
Pipeline: Four Bear												
B0400	8920001610	FOURBEAR	GOLDMARK ENGINEERING	14.1	4	43	\$	\$	\$	\$	\$	\$
B1700	8920001130	PITCH FORK	MARATHON	17.8	204		\$	\$	\$	\$	\$	\$
B2100	892000279A	SOUTH SPRING CREEK	MARATHON	15.4	74		\$	\$	\$	\$	\$	\$
Total for Pipeline:					282	43	\$	\$	\$	\$	\$	\$
Pipeline: Red Butte (Including the former Marathon pipeline)												
B0300	W 112017X	ENIGMA (\$.09 charge to pipeline)	CITATION OIL AND GAS	23.3	26		\$	\$	\$	\$	\$	\$
B0500	892000174A	GARLAND	MARATHON	21.4	162		\$	\$	\$	\$	\$	\$
B0600	8920003630	GEBO	MARATHON	24.6	64		\$	\$	\$	\$	\$	\$
B0710	W 150174X	GRASS CREEK	MARATHON	23.5	13	120	\$	\$	\$	\$	\$	\$
B1000	892000185A	KINNEY COASTAL GARLAND STR - MAD "B"	MARATHON	21.4	3		\$	\$	\$	\$	\$	\$
B1001	892000185B	KINNEY COASTAL GARLAND STR - EMBAR	MARATHON	21.4	4		\$	\$	\$	\$	\$	\$
B1002	892000185C	GARLAND (TENSLEEP)	MARATHON	21.4	29		\$	\$	\$	\$	\$	\$
B1003	892000185E	KINNEY COASTAL GARLAND STR - MAD "A"	MARATHON	21.4	3		\$	\$	\$	\$	\$	\$
B1004	0640446940	KINNEY COASTAL 012	MARATHON	21.4	2		\$	\$	\$	\$	\$	\$
B1005	0640447690	KINNEY COASTAL 051,052	MARATHON	21.4	1		\$	\$	\$	\$	\$	\$
B3101	891012527A	BYRON	MARATHON	21.5	45		\$	\$	\$	\$	\$	\$
B3102	891002438B	BYRON PRE-TENSLEEP, MADISON PA	MARATHON	21.5	1		\$	\$	\$	\$	\$	\$
B5000	892000223A	GOOSEBERRY "A"	WESTPORT OIL AND GAS	21.6	27	8	\$	\$	\$	\$	\$	\$
B5100	892000223B	GOOSEBERRY "B"	WESTPORT OIL AND GAS	19.5	23	10	\$	\$	\$	\$	\$	\$
B6000	892000559A	OREGON BASIN-N CHUGWATER PA	MARATHON	21.7	1		\$	\$	\$	\$	\$	\$
B6100	892000559B	OREGON BASIN-S CHUGWATER PA	MARATHON	20.0	1		\$	\$	\$	\$	\$	\$
B6200	892000559C	OREGON BASIN (N. EMBAR)	MARATHON	21.7	283	19	\$	\$	\$	\$	\$	\$
B6300	892000559D	OREGON BASIN (S. EMBAR)	MARATHON	20.0	279	4	\$	\$	\$	\$	\$	\$
B6400	892000559E	OREGON BASIN (N. MADISON)	MARATHON	21.7	28		\$	\$	\$	\$	\$	\$
B6500	892000559F	OREGON BASIN (S. MADISON)	MARATHON	20.0	71		\$	\$	\$	\$	\$	\$
B7100	064043977A	KINNEY COASTAL GARLAND 78EA	MARATHON	21.4	1		\$	\$	\$	\$	\$	\$
Total for Pipeline:					1,066	161	\$	\$	\$	\$	\$	\$
Trucked: Plains Trucking Company												
B7237	0640639220	MORRISON-WEADICK HALF MOON	MERIT ENERGY	14.8	31		\$	\$	\$	\$	\$	\$
Total Trucked:					31		\$	\$	\$	\$	\$	\$
Total for Asphaltic:					2,254	263						

Line Code	Lease or Agreement Number	Lease or Agreement Name	Operator	Avg. Gravity	Federal Avg. Daily Royalty Bbls	State Avg. Daily Royalty Bbls	Apr-03 to Sept-03 6-Month Offer +/-	Apr-03 to Mar-04 One-Year Offer +/-	Apr-03 to Sept-03 6-Month Offer +/-	Apr-03 to Mar-04 One-Year Offer +/-	Apr-03 to Sept-03 6-Month Offer +/-	Apr-03 to Mar-04 One-Year Offer +/-
• Powder River Basin -- General Sour Crude							NYMEX @ 40		Wyoming Postings @ 40		LLB Posting @ 23	
Pipeline:	88 Oil											
PSR0400	W 115090X	ALPHA	BRECK OPERATING	25.1	17	1	\$	\$	\$	\$	\$	\$
PSR7100	66-15021/M1	EAST SANDBAR	WELLSTAR CORP.	21.2		26	\$	\$	\$	\$	\$	\$
PSR9169	W 119861X	PRONG CREEK WEST	BALLARD PETROLEUM	19.4	17		\$	\$	\$	\$	\$	\$
PSR9310	W 148363X	TRUE GRIT	BELLEVUE RESOURCES	21.9	27		\$	\$	\$	\$	\$	\$
			Total for Pipeline:		61	27	\$	\$	\$	\$	\$	\$
Pipeline:	Rocky Mountain Pipeline LLC (formerly Amoco)											
PSR9127	801000312A	SALT CREEK (TENSLEEP)	ANADARKO	25.2	25		\$	\$	\$	\$	\$	\$
PSR9200	892000537U	SUSSEX (TENSLEEP AMSDEN A-B)	WESTPORT OIL & GAS	29.6	15	8	\$	\$	\$	\$	\$	\$
			Total for Pipeline:		40	8	\$	\$	\$	\$	\$	\$
Pipeline:	Belle Fourche											
PSR0700	W 125233X	CAMBRIDGE	OSBORN HEIRS	20.1	16		\$	\$	\$	\$	\$	\$
PSR1400	W 109088X	DRY GULCH	DUNCAN OIL	26.6	15		\$	\$	\$	\$	\$	\$
PSR1500	W 115054X	FALCON RIDGE	PRIMA EXPLORATION	21.8	4	11	\$	\$	\$	\$	\$	\$
PSR1600	W 106645X	GIBBS	TRUE OIL	24.1	5	2	\$	\$	\$	\$	\$	\$
PSR1800	W 123878X	INDIAN TREE	CITATION OIL AND GAS	20.5	21		\$	\$	\$	\$	\$	\$
PSR1950	8910086440	LITTLE MITCHELL CREEK	OSBORN HEIRS CO.	25.6	24		\$	\$	\$	\$	\$	\$
PSR1952	0480421870	COX, FED. 14-11	TRUE OIL	24.6	3		\$	\$	\$	\$	\$	\$
PSR2300	W 119637X	N. BREAKS	FANCHER OIL	21.3	22		\$	\$	\$	\$	\$	\$
PSR2400	8910209840	POWNALL RANCH	CITATION OIL AND GAS	24.9	18		\$	\$	\$	\$	\$	\$
PSR3700	W 115064X	WINTER DRAW	LARIO OIL & GAS	23.5	28		\$	\$	\$	\$	\$	\$
PSR3800	W 115093X	WOLF DRAW	MERIT ENERGY	21.3	9		\$	\$	\$	\$	\$	\$
PSR6700	State/Fee Unit 4	WEST MORAN	NORTH STAR	22.0		12	\$	\$	\$	\$	\$	\$
PSR7300	4940002050	CAMP CREEK, GOVT 6-1	TRUE OIL	23.8	0.2		\$	\$	\$	\$	\$	\$
PSR7400	0490573180	DEEP DRAW, 14-17 GOVT	TRUE OIL	24.6	6		\$	\$	\$	\$	\$	\$
PSR7500	0490595810	DEEP DRAW, 41-19,44-18	TRUE OIL	24.8	0.6		\$	\$	\$	\$	\$	\$
PSR7700	0490482770	DEUEL, FED 24-30	TRUE OIL	23.5	2		\$	\$	\$	\$	\$	\$
PSR7800	State/Fee Unit 1	EITEL	TRUE OIL	18.3		1	\$	\$	\$	\$	\$	\$
PSR7850	0490891490	LITTLE MO, 33-23 GOVT	TRUE OIL	25.2	0.7		\$	\$	\$	\$	\$	\$
PSR7900a	049015548A	MAPES, GOVT 43-28	TRUE OIL	20.0	0.2		\$	\$	\$	\$	\$	\$
PSR8000	0490540140	MAPES, GOVT 13-27	TRUE OIL	20.5	8		\$	\$	\$	\$	\$	\$
PSR8100	W 125240X	NORTH SLATTERY	TRUE OIL	31.8	21		\$	\$	\$	\$	\$	\$
Pipeline:	Belle Fourche											
PSR8300	0490756740	NORTH YORK, FED. 32-32	TRUE OIL	21.3	0.10		\$	\$	\$	\$	\$	\$
PSR8400	891020961A	NORTHWEST TIMBER CREEK	TRUE OIL	21.8	0.1		\$	\$	\$	\$	\$	\$
PSR8500	State/Fee Unit 3	RAINBOW RANCH	TRUE OIL	27.4		5	\$	\$	\$	\$	\$	\$
PSR8600	W 135349X	SOUTH SLATTERY	TRUE OIL	31.6	23	18	\$	\$	\$	\$	\$	\$
PSR8700	84687U9540	SPRING HOLE	TRUE OIL	22.3	4		\$	\$	\$	\$	\$	\$
PSR9000a	0491091550	WEST GIBBS - True Oil	TRUE OIL	21.4	23		\$	\$	\$	\$	\$	\$
PSR9100	W 116906X	YORK	TRUE OIL	22.5	8		\$	\$	\$	\$	\$	\$
PSR9122	0491416500	TREND, FED 7-1, 7-4 & 7-7	TREND EXPLORATION	24.3	37		\$	\$	\$	\$	\$	\$
PSR9124	4940000590	CAMP CREEK, NORFOLK	TRUE OIL	21.1	1		\$	\$	\$	\$	\$	\$
PSR9182	W 140473X	TROUT POND	BALLARD PETROLEUM	21.5	18		\$	\$	\$	\$	\$	\$
PSR9183	W 148329X	GLENN, FED 1-5 & 2-5	FLYING J OIL & GAS	23.1	12		\$	\$	\$	\$	\$	\$
PSR9217	0490550500	OSHOTO, RODRIGUEZ 21-2	FANCHER OIL	24.8	12		\$	\$	\$	\$	\$	\$
PSR9219	W 141479X	TANNER	CITATION OIL AND GAS	20.3	23		\$	\$	\$	\$	\$	\$
PSR9223	W 143300	AMMO FEDERAL	FANCHER OIL	26.9	11		\$	\$	\$	\$	\$	\$
			Total for Pipeline:		375	49	\$	\$	\$	\$	\$	\$
			Total General Sour:		476	84						

Notes:													
• Actual gravity adjustments on all sour crudes/condensates.													
• Legal locations can be obtained by calling technical representatives shown in the IFO.													
• For pipeline tariff rates:													
Belle Fourche - Garry Johnson at 307-266-0285													
Rocky Mountain Pipeline System LLC - Gary Zollinger at 303-298-1000													
88 Oil - Sharon Redding at 307-266-0303.													

Line Code	Lease or Agreement Number	Lease or Agreement Name	Operator	Avg. Gravity	Federal Avg. Daily Royalty Bbls	State Avg. Daily Royalty Bbls	Apr-03 to Sept-03 6-Month Offer +/-	Apr-03 to Mar-04 One-Year Offer +/-	Apr-03 to Sept-03 6-Month Offer +/-	Apr-03 to Mar-04 One-Year Offer +/-	Guernsey Apr-03 to Mar-04 One-Year Offer +/-	Guernsey Apr-03 to Mar-04 One-Year Offer +/-
• Powder River Basin -- Sweet Crude							NYMEX @ 40		Wyoming Postings @ 40			
Pipeline: Belle Fourche												
PSW1601	84687U9690	HOUSE CREEK (SUSSEX)	DEVON ENERGY	35.1	76	26	\$	\$	\$	\$		
PSW1900	W 106652X	N BUCK DRAW	MERIT ENERGY	57.8	44	6	\$	\$	\$	\$		
PSW4200	048042194A	COYOTE CREEK, BUTTRAM GOVT 2	TRUE OIL	40.7	4		\$	\$	\$	\$		
PSW4300	048011357C	COYOTE CREEK, PACIFIC OIL 2	TRUE OIL	41.0	4		\$	\$	\$	\$		
PSW4400	State/Fee Unit 2	GLEASON STATE	TRUE OIL	37.7		2	\$	\$	\$	\$		
PSW4479	8910210470	POWELL PRESS. MAINT. UNIT	MERIT ENERGY	62.7	19		\$	\$	\$	\$		
PSW4505	W 114211X	HOUSE CREEK NORTH	ENSIGN OIL & GAS	34.5	15		\$	\$	\$	\$		
PSW4517	W 142503A	AFRICAN SWALLOW	BP OIL/PRICE WATERHOUSE	54.7	18		\$	\$	\$	\$		
PSW4600	891015482E	PINE TREE	DEVON ENERGY	40.5	29	0.2	\$	\$	\$	\$		
PSW4700	W 123877X	SAND DUNES (MUDDY)	MERIT ENERGY	46.8	131	9	\$	\$	\$	\$		
Total for Pipeline:					341	43	\$	\$	\$	\$		
Pipeline: Belle Fourche, Equilon (shipped by Rocky Mountain Pipeline LLC) and Black Hills Trucking Co.												
PSW1300	8910194240	HARTZOG DRAW	EXXONMOBIL	35.9	445	16	\$	\$	\$	\$		
Total for Pipeline:					445	16						
Total for Belle Fourche, Equilon, and Black Hills Trucking:											786	59
											\$	\$
											NYMEX @ 40	Postings @ 40
Pipeline: Equilon (Rocky Mountain Pipeline LLC)												
PSW4000	801000312B	SALT CREEK (LOU)	ANADARKO	36.8	138	48	\$	\$	\$	\$		
Total for Pipeline:					138	48						
Total Sweet Crude:					924	107						
Notes:												
• Sweet crudes/condensates are deemed 40 degrees gravity .												
• Legal locations can be obtained by calling technical representatives shown in the IFO.												
• For pipeline tariffs or trucking rates:												
Belle Fourche - Garry Johnson at 307-266-0285												
Equilon (shipped by Rocky Mountain Pipeline System LLC) - Gary Zollinger at 303-298-1000												
Black Hills Trucking Company - Sharon Redding at 307-266-0303.												

MMS/MRM/RIK
Mail Stop 330G5

(Address)

Dear Title, Name:

The Minerals Management Service (MMS) has selected one or more onshore Federal leases in Wyoming that you operate to be included in a Royalty-in-Kind (RIK) program in which we will take crude oil royalties in kind beginning April 1, 2003.

This letter provides the procedures and establishes the terms and conditions under which the United States (Lessor) will take crude oil royalties in kind. Our authority is 30 U.S.C. & 192 and the royalty provisions contained in your Federal lease. For the purposes of this letter, Royalty Oil means the Federal lease oil and condensate production multiplied by the lease royalty rate. The volumes of Royalty oil taken in kind by us will reflect all granted royalty relief.

Term

The Lessor will take all Royalty Oil from the properties listed in the enclosure beginning April 1, 2003 and continuing until we notify you that the in-kind status is terminated. We will provide Lessees and Operators with at least a 45-day prior written notice of termination of in-kind status.

Royalty Oil Delivery

The delivery point(s) for Royalty Oil produced from the properties listed in the enclosure is at the accepted royalty measurement point. The Lessor shall take custody and responsibility for Royalty Oil beyond the delivery point. For lower levels of production and/or those not directly connected to pipelines, delivery of Royalty Oil occurs when you choose to sell/move crude oil from the tank battery, an activity that may occur as infrequently as monthly, or even less often. Royalty Oil produced during the term of the contract but remaining in tank batteries as inventory at the end of the project term will be cashed out at the MMS contract price at the last month the lease was taken in kind or resolved by mutual agreement between the MMS and you when such Royalty Oil is actually sold/moved from the lease.

Royalty Oil must be placed in marketable condition at no cost to the Lessor. Marketable condition means the condition generally acceptable to purchasers in the field or area. Questions on marketable condition should be directed to the Lessor's points of contact identified in this letter.

You must deliver all Royalty Oil from the selected leases, including Royalty Oil from newly producing wells from these leases. In addition, you will make the best efforts to notify the Lessor's designated point of contact of new oil production flowing to the royalty measurement points identified in the enclosure. Royalty oil from such new properties will be added to the RIK volumes only upon mutual consent of the purchaser and the Lessor.

Fulfillment of Royalty Obligations

Delivery of the accurate volume of Royalty Oil (taking into account the effects of normal operational imbalances) in accordance with the terms of this letter will satisfy in full the Lessee's royalty obligation to the Lessor.

For properties where the Lessee has applied for a royalty rate reduction, you may use the proposed royalty rate in the interim before the MMS and Bureau of Land Management (BLM) approve the reduction. If the MMS and the BLM do not approve the royalty rate reduction, the resulting imbalance will be resolved in the same manner as described below for imbalances not remedied within 90 days (see "Balancing Account and Imbalances" below).

All rent or minimum royalty obligations remain the responsibility of the Lessee. If the Lessee owes minimum royalties, the Lessor will issue a bill including information supporting the calculation. The Lessee will have 30 days to review the bill and make payment or appeal the bill.

Lessor Obligation to Take

We agree to take 100 percent of the Royalty Oil delivered at the delivery point for the account of the Lessor. Using reasonable and customary industry practices, we will try to minimize imbalances with you and the Lessees.

To facilitate timely and accurate custody transfer of Royalty Oil, we will communicate with you regarding arrangements for the transfer of Royalty Oil from the delivery point. The Lessee will not incur royalty-related penalties because of the Lessor's failure to take delivery of oil volumes as communicated by the Operator.

You must also use reasonable efforts, consistent with industry practice, to inform us as soon as practical regarding significant changes to the information listed in the enclosure; e.g., oil production levels, oil type, and/or royalty rates for the RIK contract properties.

Volume Reconciliation

Upon request, you must send all volume allocation schedules provided to pipeline companies that address crude oil volumes at the delivery points in the enclosure within 5 days of their submittal to the pipeline companies.

Again, upon request, you, as the Operator, must provide the lease imbalance statement to MMS no later than 45 days after the end of the month of production, unless MMS approves an alternative timeframe for submission of the statement. We will monitor and reconcile royalty entitlements with the Royalty Oil deliveries you make. Reconciliation will involve communication between all parties. Upon project termination, you, as the Operator, must issue a final oil imbalance statement. You will settle in accordance with the section "Balancing Account and Imbalances." Volume allocation schedules and lease imbalance statements should be submitted to the rik.project@mms.gov mailbox.

Balancing Account and Imbalances

You and the MMS will jointly monitor imbalances between delivered and entitled volumes of Royalty Oil. You will take timely action to remedy such imbalances through adjustments to Royalty Oil volumes delivered to MMS.

Imbalances will be remedied in the production month following the month that the imbalance is identified. Imbalances not remedied within 90 days of the end of the production month will be resolved as follows:

- Mutually agreed upon make-up delivery schedule, or
- Cash out payment based on the contract price (at the delivery point) that MMS actually received (or would have received) from its Purchaser during the month or months the imbalance occurred. Interest will accrue 60 days after notification that cash out payment is due.

When the lease is no longer taken in kind or after cessation of production from a lease imbalances, will be cashed out based on the MMS contract price for the last month the lease is taken in kind. Interest will accrue from 60 days after the final month of delivery. Imbalances remaining at the time of any sale/assignment of properties identified in the enclosure will be settled in compliance with your Purchase and Sale Agreement assignments. Imbalance provisions will be reviewed six months from initial contract date.

Reporting

You must continue to report crude oil production on the Oil and Gas Operations Report (OGOR) under requirements as specified in MMS regulations and the MMS *Minerals Revenue Reporter Handbook* at <http://www.mrm.mms.gov/ReportingServices/PDFDocs/RevenueHandbook.pdf>. You will not be required to report Royalty Oil for the RIK properties listed in the enclosure on the Form MMS-2014 for the term during which we take royalty in kind. Reporting does not change for non-RIK leases.

Lessor's Designee

The Lessor may act by or through a duly authorized designee. In such event, we will provide prior written notification of a designee, including the person to contact. Notification will include specific duties that will be handled by the designee on our behalf. The Lessor also will provide written notification when the designee is no longer authorized to act on our behalf for the purposes of this letter. You are authorized to communicate with the designee as specified in the notification. You will not be required to direct communications to both the Lessor and our designee.

For purposes of this letter, if we notify you that we will use a designee in the contract, references to the Lessor shall refer to such designee. The designee will agree in writing to comply with all provisions of this letter that are applicable to the Lessor when the designee acts on our behalf.

Audit

The Lessor may audit your records regarding all information relevant to volumes and qualities of Royalty Oil produced, measured, delivered, and, if applicable, transported. We reserve the right to examine your financial records for the subject properties related to any transportation allowances and quality banks prior to the delivery point.

Lessees, Operators, and revenue payors must maintain all records of transactions mentioned in the above paragraph in accordance with the Federal Oil & Gas Royalty Simplification and Fairness Act of 1996 (Public Law 104-185 Section 115(f)).

Lessor Point of Contact

Copies of all correspondence between us should be kept on file. Some key contacts from our offices are listed below:

Operator Imbalance Statements:

Mr. Larry Barker

Telephone: 303-231-3157; Fax: 303-445-9572;

E-mail: Lawrence.Barker@mms.gov

Or

Mr. Ted Drescher

Telephone: 303-231-3143; Fax: 303-231-3846;

E-mail: Theodore.Drescher@mms.gov

New Lease Production:

Ms. Sheila Perry

Telephone: 303-231-3610; Fax: 303-231-3846;

E-mail: Sheila.Perry@mms.gov

Or

Mr. Dave Domagala

Telephone: 303-231-3540; Fax: 303-231-3846;

E-mail: David.Domagala@mms.gov

Reporting Issues:

Mr. Andy Sandoval

Telephone: 303-231-3777; Fax: 303-231-3700

E-mail: Alfonso.Sandoval@mms.gov

Electronic Funds Transfer:

Mr. Joe Romero

Telephone: 303-231-3123; Fax: 303-231-3501;

E-mail: Joseph.Romero@mms.gov

We acknowledge that you and the Lessees have given proper notice when using the telephone number or fax number provided to communicate with us. Any telephone communication regarding volumes must be confirmed by fax or e-mail no later than one business day after telephone communication occurs. We further agree to make arrangements to receive such communications regarding production scheduling issues during normal business hours. You and the Lessees should communicate with one of the points of contact to answer any further questions.

Sincerely,

Milton K. Dial
Assistant Program Director,
Royalty in Kind

Enclosure

The Paperwork Reduction Act

The Paperwork Reduction Act of 1995 requires us to inform you that this information is being collected by MMS to document fulfillment of royalty obligations on minerals removed from Federal lands and that we will use this information to maintain and audit lease accounts. We estimate the burden for reporting is 10 minutes per property per month. Comments on the accuracy of this estimate or suggestions for reducing this burden should be directed to the Information Collection Clearance Officer, Minerals Management Service, 1849 C Street, NW, MS 4230, Washington, DC 20240. Proprietary information submitted to the U.S. Department of the Interior is protected in accordance with standards established by the Federal Oil and Gas Royalty Management Act of 1982 (30 U.S.C. 1733), the Freedom of Information Act (5 U.S.C. 552(1,) (4)), and the Departmental Regulations (43 CFR 2). An agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number.